

 **BELLSOUTH**

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Guy M. Hicks
General Counsel

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BellSouth Telecommunications, Inc.
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Nashville, TN 37201-3300

May 6, 2003

guy.hicks@bellsouth.com

VIA HAND DELIVERY

Hon. Sara Kyle, Chairman
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, TN 37238

Re: *MCImetro Access Transmission Services, LLC and Brooks Fiber Communications of Tennessee, Inc. Complaint Against BellSouth for Overcharging for High Capacity Circuits*
Docket No. 03-00145

Dear Chairman Kyle:

Enclosed are the original and fourteen copies of BellSouth's First Set of Interrogatories and First Requests for Production of Documents. Copies of the enclosed are being provided to counsel of record.

Very truly yours,

Guy M. Hicks

GMH:ch

BEFORE THE TENNESSEE REGULATORY AUTHORITY
Nashville, Tennessee

In Re: *MCImetro Access Transmission Services, LLC and Brooks Fiber Communications of Tennessee, Inc. Complaint Against BellSouth for Overcharging for High Capacity Circuits*

Docket No. 03-00145

BELLSOUTH TELECOMMUNICATIONS, INC.'S
FIRST REQUESTS FOR PRODUCTION OF DOCUMENTS

BellSouth Telecommunications, Inc. ("BellSouth") hereby requests MCImetro Access Transmission Services, LLC and Brooks Fiber Communications of Tennessee, Inc. (collectively "MCI") to provide responses to the following Requests for Production of Documents consistent with the timeframes set forth in the parties' Joint Motion for Procedural and Scheduling Order.

DEFINITIONS

(1) "Person" means any natural person, corporation, corporate division, partnership, other unincorporated association, trust, government agency, or entity.

(2) "And" and "or" shall be construed both conjunctively and disjunctively, and each shall include the other whenever such construction will serve to bring within the scope of these Interrogatories information that would not otherwise be brought within their scope.

(3) The singular as used herein shall include the plural and the masculine gender shall include the feminine and the neuter.

(4) "Identify" or "identifying" or "identification" when used in reference to a person includes a natural person, association, partnership, or corporation, and means to state:

- a) the full legal name of the person;
- b) the person's present or last known address; and
- c) the person's present or last known telephone number.

(5) "Identify" or "identifying" or "identification" when used in reference to a document means to provide with respect to each document requested a description of the document, including the following:

- a) the type of document (*e.g.*, letter, memorandum, etc.);
- b) the date of the document;
- c) the title or label of the document;
- e) the identity of the originator;
- f) the identity of each person to whom it was sent;
- g) the identity of each person to whom a copy or copies were sent;
- h) a summary of the contents of the document;
- i) the name and last known address of each person who presently has possession, custody or control of the document; and
- j) if any such document was, but is no longer, in your possession, custody or control or is no longer in existence, state whether it: (1) is missing or lost; (2) has been destroyed; or (3) has been transferred voluntarily or involuntarily,

and, if so, state the circumstances surrounding the authorization for each such disposition and the date of such disposition.

(6) The term "document" shall have the broadest possible meaning under applicable law. "Document" means every writing or record of every type and description that is in the possession, custody or control of MCI, including, but not limited to, correspondence, memoranda, work papers, summaries, stenographic or handwritten notes, studies, publications, books, pamphlets, reports, surveys, minutes or statistical compilations, computer and other electronic records or tapes or printouts, including, but not limited to, electronic mail ("Email") files, and copies of such writings or records containing any commentary or notation whatsoever that does not appear in the original. The term "document" further includes, by way of illustration and not limitation, schedules, progress schedules, time logs, drawings, computer disks, charts, projections, time tables, summaries of other documents, minutes, surveys, work sheets, drawings, comparisons, evaluations, laboratory and testing reports, telephone call records, personal diaries, calendars, personal notebooks, personal reading files, transcripts, witness statements and indices.

(7) The phrases "refer to" and "relate to" mean consisting of, containing, mentioning, suggesting, reflecting, concerning, regarding, summarizing, analyzing, discussing, involving, dealing with, emanating from, directed at, pertaining to in any way, or in any way logically or factually connected or associated with the matter discussed.

(8) The term "Complaint" refers to the complaint filed by MCI in this docket.

INSTRUCTIONS

(1) If you contend that any response to any Request may be withheld under the attorney-client privilege, the attorney work product doctrine or any other privilege or basis, please state the following with respect to each such contention in order to explain the basis for the claim of privilege and to permit adjudication of the propriety of that claim:

- a) the privilege asserted and its basis;
- b) the nature of the information withheld; and
- c) the subject matter of the information or document, except to the extent that you claim such information itself is privileged.

(2) These Requests are to be answered with reference to all information in your possession, custody or control or reasonably available to you. These Interrogatories are intended to include requests for information, which is physically within MCI's possession, custody or control as well as in the possession, custody or control of MCI's members, agents, attorneys, or other third parties from which such information may be obtained.

(3) If any Request cannot be answered in full, answer to the extent possible and specify the reasons for your inability to answer fully.

(4) These Requests are continuing in nature and require seasonal supplemental responses in accordance with applicable rules.

REQUESTS

1. Produce all documents identified in response to BellSouth's First Interrogatories.

2. Produce any and all correspondence that MCI provided to BellSouth which correspondence relates to MCI's provision of local exchange traffic over the facilities at issue in the Complaint.
3. Produce any documents that evidence or relate to MCI seeking to convert special access services to DS1 Combos; including, but not limited to the following: copies of any conversion requests, copies of any spreadsheets submitted, copies of any LSRs submitted, copies of any certification letters stating that MCI is providing a significant amount of local exchange service.
4. Produce any and all correspondence between MCI and BellSouth relating to the three counts MCI has asserted against BellSouth in this docket; including, but not limited to correspondence from or to: Walter J. Schmidt, Michael M. Kent, Bryan K. Green, Patricia Woods, Bill Moxley, Michael Newby, Steven Deluca, Charlene Crumbley, Darren Moore, Ronald Martinez, and Kathy Jespersen.
5. Produce any and all copies of Jurisdictional Reporting Factors prepared by MCI relating to the facilities at issue in the Complaint.

Respectfully submitted,

BELLSOUTH TELECOMMUNICATIONS, INC.

By: 

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Joelle J. Phillips
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615/214-6301

R. Douglas Lackey
Meredith Mays
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Atlanta, GA 30375

CERTIFICATE OF SERVICE

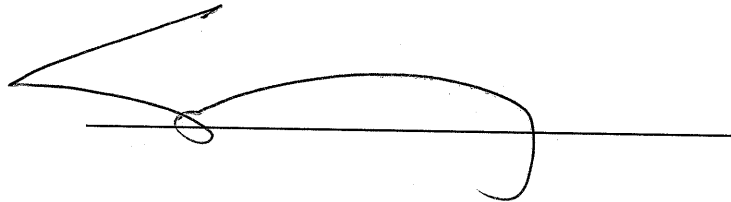
I hereby certify that on May 6, 2003, a copy of the foregoing document was served on the parties of record, via the method indicated:

☐ Hand
☒ Mail
☐ Facsimile
☐ Overnight
☒ Electronic

Jon E. Hastings, Esquire
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jhastings@boultcummings.com

☐ Hand
☒ Mail
☐ Facsimile
☐ Overnight
☒ Electronic

Dee O'Rourke, Esquire
MCI WorldCom, Inc.
Six Concourse Pkwy, #3200
Atlanta, GA 30328
de.oroark@wcom.com

A handwritten signature in black ink, appearing to read "Dee O'Rourke", is written over a horizontal line.

BEFORE THE TENNESSEE REGULATORY AUTHORITY
Nashville, Tennessee

In Re: *MCImetro Access Transmission Services, LLC and Brooks Fiber Communications of Tennessee, Inc. Complaint Against BellSouth for Overcharging for High Capacity Circuits*

Docket No. 03-00145

BELLSOUTH TELECOMMUNICATIONS, INC.'S
FIRST SET OF INTERROGATORIES

BellSouth Telecommunications, Inc. ("BellSouth") hereby requests MCImetro Access Transmission Services, LLC and Brooks Fiber Communications of Tennessee, Inc. (collectively "MCI") to provide answers to the following Interrogatories consistent with the timeframes set forth in the parties' Joint Motion for Procedural and Scheduling Order.

DEFINITIONS

(1) "Person" means any natural person, corporation, corporate division, partnership, other unincorporated association, trust, government agency, or entity.

(2) "And" and "or" shall be construed both conjunctively and disjunctively, and each shall include the other whenever such construction will serve to bring within the scope of these Interrogatories information that would not otherwise be brought within their scope.

(3) The singular as used herein shall include the plural and the masculine gender shall include the feminine and the neuter.

(4) "Identify" or "identifying" or "identification" when used in reference to a person includes a natural person, association, partnership, or corporation, and means to state:

- a) the full legal name of the person;
- b) the person's present or last known address; and
- c) the person's present or last known telephone number.

(5) "Identify" or "identifying" or "identification" when used in reference to a document means to provide with respect to each document requested a description of the document, including the following:

- a) the type of document (*e.g.*, letter, memorandum, etc.);
- b) the date of the document;
- c) the title or label of the document;
- e) the identity of the originator;
- f) the identity of each person to whom it was sent;
- g) the identity of each person to whom a copy or copies were sent;
- h) a summary of the contents of the document;
- i) the name and last known address of each person who presently has possession, custody or control of the document; and
- j) if any such document was, but is no longer, in your possession, custody or control or is no longer in existence, state whether it: (1) is missing or lost; (2) has been destroyed; or (3) has been transferred voluntarily or involuntarily,

and, if so, state the circumstances surrounding the authorization for each such disposition and the date of such disposition.

(6) The term "document" shall have the broadest possible meaning under applicable law. "Document" means every writing or record of every type and description that is in the possession, custody or control of MCI, including, but not limited to, correspondence, memoranda, work papers, summaries, stenographic or handwritten notes, studies, publications, books, pamphlets, reports, surveys, minutes or statistical compilations, computer and other electronic records or tapes or printouts, including, but not limited to, electronic mail ("Email") files, and copies of such writings or records containing any commentary or notation whatsoever that does not appear in the original. The term "document" further includes, by way of illustration and not limitation, schedules, progress schedules, time logs, drawings, computer disks, charts, projections, time tables, summaries of other documents, minutes, surveys, work sheets, drawings, comparisons, evaluations, laboratory and testing reports, telephone call records, personal diaries, calendars, personal notebooks, personal reading files, transcripts, witness statements and indices.

(7) The phrases "refer to" and "relate to" mean consisting of, containing, mentioning, suggesting, reflecting, concerning, regarding, summarizing, analyzing, discussing, involving, dealing with, emanating from, directed at, pertaining to in any way, or in any way logically or factually connected or associated with the matter discussed.

(8) The term "Complaint" refers to the complaint filed by MCI with this Commission.

INSTRUCTIONS

(1) If you contend that any response to any Interrogatory may be withheld under the attorney-client privilege, the attorney work product doctrine or any other privilege or basis, please state the following with respect to each such contention in order to explain the basis for the claim of privilege and to permit adjudication of the propriety of that claim:

- a) the privilege asserted and its basis;
- b) the nature of the information withheld; and
- c) the subject matter of the information or document, except to the extent that you claim such information itself is privileged.

(2) These Interrogatories are to be answered with reference to all information in your possession, custody or control or reasonably available to you. These Interrogatories are intended to include requests for information, which is physically within MCI's possession, custody or control as well as in the possession, custody or control of MCI's members, agents, attorneys, or other third parties from which such information may be obtained.

(3) If any Interrogatory cannot be answered in full, answer to the extent possible and specify the reasons for your inability to answer fully.

(4) These Interrogatories are continuing in nature and require seasonal supplemental responses in accordance with applicable rules.

INTERROGATORIES

1. For each Interrogatory, identify the person or persons providing information in response thereto.
2. Please identify, for each of the three counts listed in the Complaint and designate separately by each MCI entity that is a party to this case:
 - a. The entire amount that MCI claims it is due to it in refunds prior to the date MCI filed bankruptcy ("pre-petition amount");
 - b. The entire amount MCI claims is due in refunds after the date MCI filed bankruptcy ("post-petition amount");
 - c. Describe with particularity how you have calculated the amounts claimed; including, but not limited to, the rates used for your calculations, the numbers of trunks, circuits, and/or DS1 combos relating to the refunds claimed, and the dates such rates and facilities were used (for example, if you counted the numbers of facilities relating to a particular count in 2000 and then annualized the amount claimed as compared to calculating refunds based upon the date facilities were actually placed in and/or removed from service, state that fact);
 - d. Describe with particularity the dates covered by the amounts claimed;
 - e. Describe with particularity any and all credits or other amounts you may have deducted from the amounts claimed, if any, and explain the basis for any such deductions;

- f. Describe with particularity whether MCI contends that claims are continuing to accrue on an ongoing basis; and if, so explain why and provide an estimated monthly amount.

3. With respect to the contention in the Complaint that "BellSouth further contends that because WorldCom has not provided a 'Percent Local Facility' figure for traffic carried over the DS1 interconnection facilities, BellSouth is entitled to apply special access rates to 100% of those facilities. BellSouth's contentions contradict the 1997 and 2002 Agreements, and are inconsistent with BellSouth's tariffs and applicable law" please:

- a. State all facts and identify all documents that support this contention;
- b. Identify each provision of the 1997 and 2002 Agreements that MCI contends are contradicted by BellSouth's request for Percent Local Facility ("PLF") information;
- c. Identify each provision of BellSouth's tariffs that MCI contends are inconsistent with BellSouth's request for PLF information;
- d. Identify the "applicable law" that MCI contends is inconsistent with BellSouth's request for PLF information.
- e. State the date that MCI contends BellSouth breached the 1997 and 2002 Agreements.

4. With respect to the contention in the Complaint that "BellSouth is not entitled to bill WorldCom special access rates for local interconnection trunks. . . . The 2002 Agreements address this situation expressly stating that '[t]he parties will establish Meet Point Billing Arrangements . . .'" please:

- a. State all facts and identify all documents that support this contention;
 - b. Describe with particularity how MCI contends the "Meet Point Billing Arrangements" language in the Agreement "expressly" relates to BellSouth's method of billing MCI for the interconnection trunks MCI orders from BellSouth as compared to relating to third party billing practices.
5. With respect to the contention in the Complaint that "BellSouth's practices of purporting to require WorldCom to provide a 'Percent Local Facility' figure and of billing DS1 interconnection trunks at special access rates, constitute breaches of the 1997 and 2002 Agreements" please:
 - a. State all facts and identify all documents that support this contention;
 - b. Identify each provision of the 1997 and 2002 Agreements that MCI contends are breached by BellSouth's request for PLF information;
 - c. State the date that MCI contends BellSouth breached the 1997 and 2002 Agreements.
 - d. State the date that MCI requested and/or ordered DS1 interconnection trunks from BellSouth. Describe with particularity all facts and identify all documents that evidence MCI requested and/or ordered local services as opposed to access services relating to DS1 interconnection trunks.
6. Describe with particularity the type of traffic (e.g., interstate, intrastate, local) transported over the interconnection trunks and facilities at issue in the complaint.

7. Please describe with particularity how MCI contends that BellSouth should distinguish local traffic from interLATA/intrastate traffic in order to bill the interconnection trunks and facilities ordered by MCI.
8. Does MCI admit that if it provided BellSouth with information consistent with BellSouth's Jurisdictional Factors Report Guide that BellSouth could properly bill MCI for interconnection trunks? Please describe with particularity the basis for your response, which description should include all facts and identify all documents that support your response.
9. With respect to the contention in the Complaint that "MCI orders DS3 transport principally for interconnection and to provide the transport portion of a combination of DS1 loop and DS1 transport" please:
 - a. State whether MCI is referring to dedicated interoffice transport;
 - b. If MCI is not referring to dedicated interoffice transport, please describe with particularity the type of DS3 transport MCI is referring to, including a description of the typical network serving arrangement;
 - c. Describe with particularity how MCI orders DS3 transport from BellSouth; including, but not limited to, an explanation of whether MCI orders DS3 transport using an Access Service Request ("ASR") or a Local Service Request ("LSR");
 - d. If MCI orders DS3 transport from BellSouth using an ASR, has MCI ever ordered DS3 transport using an LSR?
 - e. If MCI orders DS3 transport from BellSouth using an ASR, please describe with particularity the reasons that MCI does not order DS3

transport from BellSouth using an LSR. Please state all facts and identify all documents that support your answer.

- f. State the date that MCI requested and/or ordered DS3 transport from BellSouth. Describe with particularity all facts and identify all documents that evidence MCI requested and/or ordered local services as opposed to access services relating to DS3 transport.

10. With respect to the contention in the Complaint that "BellSouth's refusal to bill WorldCom for DS3 transport at UNE rates constitutes a breach of the 1997 and 2002 Agreements" please:

- a. State all facts and identify all documents that support this contention;
- b. Identify each provision of the 1997 and 2002 Agreements that MCI contends have been breached;
- c. State the date that MCI contends BellSouth breached the 1997 and 2002 Agreements with respect to DS3 transport.
- d. State the UNE rates that MCI contends apply to the DS3 transport it ordered; describe with particularity (including a page number, and/or section number) where the rates appear in the 1997 and 2002 Agreements.

11. Describe with particularity how MCI orders DS1 combinations from BellSouth; including, but not limited to, whether MCI orders DS1 combos using an Access Service Request ("ASR"), a Local Service Request ("LSR"), or some other form of ordering;

- a. If MCI orders DS1 combos transport from BellSouth using an ASR, please describe with particularity the reasons that MCI does not order DS1 combos from BellSouth using an LSR. Please state all facts and identify all documents that support your answer.
 - b. If MCI orders DS1 combos from BellSouth using an LSR, state the date that MCI began ordering DS1 combos using an LSR.
12. With respect to the contention in the complaint that "BellSouth's refusal to bill UNE rates for DS1 combos WorldCom ordered since September 14, 2000 constitutes a breach of the 1997 Agreement, the Settlement Agreement, and the 2002 Agreements", please:
 - a. State all facts and identify all documents that support these contentions;
 - b. Identify each provision of the 1997 and the 2002 Agreements that MCI contends have been breached;
 - c. Identify each provision of the Settlement Agreement that MCI contends has been breached;
13. Please state any and all local usage option(s) under which MCI contends that it qualifies to receive DS1 combinations consistent with the guidelines set forth in the FCC's *Supplemental Order Clarification*, 15 FCC Rcd 9587.
14. Please state the name or names of the persons primarily responsible for negotiating and implementing the interconnection agreements at issue in this docket.

15. With respect to the contention in the complaint that "[o]n or about April 12, 2002, MCI sent a notice of discrepancy concerning (among other things) the claims raised in this Complaint" please:

- a. State when MCI first discovered the alleged "discrepancy" (discrepancies) that were outlined in its April 12, 2002 letter;
- b. State what steps MCI took, if any, to resolve or otherwise address the alleged "discrepancy" (discrepancies) with BellSouth;
- c. State what steps MCI took, if any, to reduce and/or lessen the alleged "discrepancy" (discrepancies) with BellSouth;
- d. To the extent that MCI is claiming any "discrepancy" or discrepancies relate to facilities and/or services ordered pursuant to Interconnection Agreements that became effective in either 1996 and/or 1997, explain with particularity (i) the date MCI became aware of the discrepancy (ies); and (ii) the date MCI brought the discrepancy (ies) to BellSouth's attention.
- e. Explain how the alleged "discrepancy" (discrepancies) was (were) discovered by MCI.

///

Respectfully submitted,

BELLSOUTH TELECOMMUNICATIONS, INC.

By: 

Guy M. Hicks

Joelle J. Phillips

333 Commerce Street, Suite 2101

Nashville, TN 372013300

615/214-6301

R. Douglas Lackey

Meredith Mays

675 W. Peachtree St., NE, Suite 4300

Atlanta, GA 30375

CERTIFICATE OF SERVICE

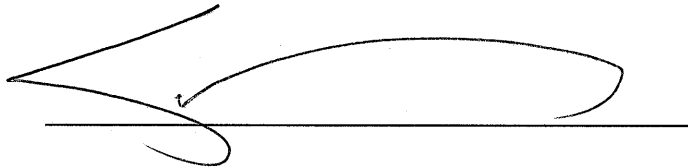
I hereby certify that on May 6, 2003, a copy of the foregoing document was served on the parties of record, via the method indicated:

☐ Hand
☒ Mail
☐ Facsimile
☐ Overnight
☒ Electronic

Jon E. Hastings, Esquire
Boult, Cummings, et al.
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Nashville, TN 37219-8062
jhastings@boultcummings.com

☐ Hand
☒ Mail
☐ Facsimile
☐ Overnight
☒ Electronic

Dee O'Rourke, Esquire
MCI WorldCom, Inc.
Six Concourse Pkwy, #3200
Atlanta, GA 30328
de.oroark@wcom.com

A handwritten signature in black ink, appearing to read "Jon E. Hastings", is written over a horizontal line.